



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Zhang v Todd, 2023 ONLTB 58525

Date: 2023-08-30

File Number: LTB-L-004905-23

In the matter of: 819 GRACE ST
NEWMARKET ON L3Y2L6

Between: Hou Ming Zhang Landlord

And

Alan Todd Tenants
Allison Todd

Hou Ming Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Alan Todd and Allison Todd (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe. This is the L1 Application.

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenants has been persistently late in paying the Tenant's rent and the Landlord, in good, faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on July 10, 2023.

The Landlord, and the Landlord's Legal Representative, Adeela Alvez, attended the hearing

As of 10:06 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice'). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. The Tenants vacated the rental unit on April 20, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$2,270.00. It was due on the 15th day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 20, 2023 are \$22,422.60.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,250.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$195.87 is owing to the Tenants for the period from August 15, 2017 to April 20, 2023.

L2 Application

10. Since the Tenants have vacated the rental unit, the portion of the L2 Application that relates to persistently late rent payments is moot. As such, the N8 Notice is withdrawn by the Landlord.
11. In her testimony, the Landlord stated the Tenants have not paid the utility bills for the rental unit in accordance with the tenancy agreement.
12. The Landlord's Legal Representative submitted the unpaid utility invoices as evidence. These invoices show the Tenants have not paid the utility bills in the amount of \$3,685.16.
13. Based on the uncontested evidence and submissions before me, and on a balance of probabilities, I am satisfied the Tenants have not paid the outstanding amount due for the utilities are in breach of the tenancy agreement. As such, an order for compensation to the Landlord in the amount of \$3,685.16 is granted.

It is ordered that:

L1 Application:

1. The tenancy between the Landlord and the Tenants is terminated as of April 20, 2023, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$20,162.73. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before September 10, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 11, 2023 at 6.00% annually on the balance outstanding.

L2 Application:

N8 Notice of Termination

4. The Landlord's application with respect to the N8 Notice is dismissed.

Compensation for unpaid utilities

5. The Tenants shall pay to the Landlord \$3,685.16, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
6. If the Tenants do not pay the Landlord the full amount owing on or before September 10, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 11, 2023 at 6.00% annually on the balance outstanding.

August 30, 2023
Date Issued

Susan Priest
Member, Landlord and Tenant Board

15 Grosvenor St, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$22,422.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$195.87
Compensation for out-of-pocket expenses	\$3,685.16
Total amount owing to the Landlord	\$23,847.89

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